

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
\_\_\_\_\_ DIVISION**

IN RE \_\_\_\_\_ ) **Case No:** \_\_\_\_\_  
 )  
 ) **Chapter 13**  
 )  
Debtor \_\_\_\_\_ )

**CHAPTER 13 PLAN**

**Extension ( )**

**Composition ( )**

**You should read this Plan carefully and discuss it with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by providing for payment of less than the full amount of your claim, by setting the value of the collateral securing your claim, and by setting the interest rate on your claim.**

Debtor or Debtors (hereinafter called "Debtor") proposes this Chapter 13 Plan:

1. **Submission of Income.** Debtor submits to the supervision and control of the Chapter 13 Trustee ("Trustee") all or such portion of future earnings or other future income of Debtor as is necessary for the execution of this Plan.

2. **Plan Payments and Length of Plan.** Debtor will pay the sum of \$\_\_\_\_\_ per \_\_\_\_\_ to Trustee by ☐ Payroll Deduction(s) or by ☐ Direct Payment(s) for a minimum period of \_\_\_\_\_ months (no less than thirty-six (36) months), unless all allowed claims in every class, other than long-term claims, are paid in full in a shorter period of time. The term of this Plan shall not exceed sixty (60) months.

The following alternative provisions will apply if selected:

**A. Step Plan.**

\_\_\_\_ If CHECKED, Plan payments will increase by \$\_\_\_\_\_ on \_\_\_\_\_, 20\_\_ upon completion or termination of \_\_\_\_\_.

**B. No Step Necessary If Amendment to Expenditures.**

\_\_\_\_ If CHECKED, Debtor will amend Schedule J (current expenditures) on \_\_\_\_\_, 20\_\_ to show the redistribution of the payment to \_\_\_\_\_ in lieu of increasing the plan payment by \$\_\_\_\_\_ (not to exceed 10% of the plan payment amount).

**C. Termination of Vehicle Lease.**

\_\_\_\_ If CHECKED, Debtor will amend this Plan and Schedule J upon the termination of the vehicle lease owed to \_\_\_\_\_ to reallocate these funds for the purchase or lease of a replacement vehicle. Authorization must be obtained from Trustee and, if denied, from the Court, through proper written application or motion prior to incurring **any** new debt.

**3. Claims Generally. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief.** An allowed proof of claim will be controlling, unless the Court orders otherwise, and the proposed monthly disbursement to each creditor will be adjusted accordingly. Objections to claims may be filed after confirmation.

**4. Administrative Claims.** Trustee will pay in full allowed administrative claims and expenses pursuant to §507(a)(1) in cash as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

**A. Trustee's Fees.** Trustee shall receive a fee for each disbursement, the percentage of which is fixed by the United States Trustee.

**B. Debtor's Attorney's Fees:**

(1) Without specific application or Order, but subject to Court review, upon confirmation of the Plan, Trustee is authorized to pay the following attorney's fees to Debtor's attorney as an administrative expense: A total fee of \$\_\_\_\_\_ (not to exceed \$2,500.00), less attorney's fees previously received totaling \$\_\_\_\_\_, leaving a balance of \$\_\_\_\_\_. The balance of such fees shall be paid as follows:

a. In an amount not to exceed \$1,500.00, Trustee will disburse the funds that have been paid into this Plan at the time of Trustee's initial (first) disbursement following confirmation, less any monies received by Debtor's attorney prior to filing. The initial disbursement will be made prior to payment to creditors and after deduction of any payments of the Trustee's fees and expenses;

b. The attorney's fees which remain unpaid after the initial (first) disbursement (described in subsection (A) above) will be paid at the rate of \$\_\_\_\_\_ (not to exceed \$125.00) per month beginning in the month following the initial disbursement set forth above and continuing monthly until paid.

(2) If a plan is not confirmed and the case is dismissed or converted, then after payment of Trustee's fees and expenses, a total fee of \$\_\_\_\_\_ (not to exceed \$900.00), less attorney's fees previously received, will be remitted to Debtor's attorney from funds on hand by the Chapter 13 Trustee.

(3) Any payment in excess of the foregoing amounts will require prior Court approval, after application and hearing as required by 11 U.S.C. § 330(a) and Fed. R. Bankr. P. 2016.

**5. Priority Claims.** Unless otherwise specified in this Plan, priority claims under subsections (a)(1) and (a)(7) of 11 U.S.C. § 507 will be paid at the same time as the claims secured by personal property and arrearage claims secured by real property. All other 11 U.S.C. § 507 priority claims will be paid after the secured creditors have been paid.

(a) Creditor	(b) Projected monthly payments <u>after</u> attorney's fees are paid (for informational purposes only)

## 6. Secured Claims.

**A. Claims Secured by Personal Property.** Each creditor with a claim secured by personal property will retain its lien on its collateral. Debtor values collateral as indicated in column (c) below. Trustee will pay to the holder of each allowed secured claim the value indicated below or the amount of the claim, whichever is less, with interest at the rate stated in column (d). The portion of any allowed claim that exceeds the value indicated below will be treated as an unsecured claim. Upon confirmation of the Plan, the valuation and interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court.

(a) Creditor	(b) Collateral	(c) Value	(d) Interest Rate	(e) Projected monthly payments <u>after</u> attorney's fees are paid (for informational purposes only)

**B. Claims Secured by Real Property.** In addition to plan payments, Debtor will make all post-petition mortgage payments **directly** to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise. Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full. Trustee will pay interest on the mortgage arrearage if the creditor requests interest, unless an objection to the claim is filed and an order is entered disallowing the requested interest.

(a) Creditor	(b) Property Description	(c) Estimated Pre-petition Arrearage	(d) Projected monthly payments <u>after</u> attorney's fees are paid (for informational purposes)

**C. Surrender of Collateral.** Debtor will surrender the following collateral no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. Any claim filed by a secured lien holder whose collateral is surrendered will be treated as unsecured. Prior to confirmation, the automatic stay remains in effect for collateral listed below. Any repossession/foreclosure prior to confirmation of this Plan must be obtained by a filed motion and Court order. Upon Plan confirmation, the automatic stay will be deemed lifted for the collateral identified below for surrender and the creditor need not file a Motion to Lift the Stay in order to repossess, foreclose upon or sell the collateral. Nothing herein is intended to lift any applicable co-Debtor stay, or to abrogate Debtor's state law contract rights.

(a) Creditor	(b) Collateral to be Surrendered

**D. Liens to Be Avoided under 11 U.S.C. § 522 (f).** A claim secured by a non-possessory, non-purchase money, or judicial lien will be treated as a general unsecured claim if:

- (1) the lien is avoided by Order of the Bankruptcy Court;
- (2) the claim is not otherwise secured by property of the estate; and
- (3) an order is entered sustaining an objection to the secured treatment of the claim.

The following claims will be paid as general unsecured claims upon entry of an order avoiding their lien and upon entry of an order sustaining an objection to the secured treatment of the claim:

(a) Creditor	(b) Collateral or Basis for Security Interest

**7. Unsecured Claims.** Debtor estimates that the total unsecured debt not separately classified below is \$ \_\_\_\_\_. After all other classes have been paid, Trustee will pay to the creditors with allowed unsecured claims no less than \_\_\_\_\_% of each claim on a *pro rata* basis. Trustee is authorized to increase this percentage, if necessary, in order to comply with the minimum length stated in numbered paragraph 2 of this Plan.

The following unsecured creditors are **specialty classified** and will be paid as follows:

(a) Creditor	(b) Basis for Claim	(c) Proposed Treatment

8. **Executory Contracts and Unexpired Leases.** The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by Debtor, not through Trustee, as set forth below in column(c).

Debtor proposes to cure any default by paying the arrearage on the assumed leases or unexpired contracts in the amounts projected in column (d) at the same time that payments are made to secured creditors. All other executory contracts and unexpired leases are rejected.

(a) Creditor	(b) Nature of Lease or Executory Contract	(c) Payment To Be Paid Directly By Debtor	(d) Projected Arrearage Monthly Payment Through Plan (for informational purposes)

9. **Vesting Property of the Estate.** Property of the estate shall not revert in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

10. **Other Provisions:**

Date: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Debtor's Attorney

\_\_\_\_\_  
Debtor